



COMPLIANCE AGREEMENT

1. **NAME OF ESTABLISHMENT:** Curation Foods, Inc
2. **ADDRESS:** 12700 South Dixie Highway, Bowling Green, OH 43402
3. **GROWING LOCATIONS:** Florida – all counties except Calhoun, Escambia, Gadsden, Hamilton, Holmes, Jackson, Jefferson, Madison, Okaloosa and Santa Rosa
Louisiana – all parishes except Bossier, Caddo, Concordia, East Carroll, Franklin, Madison, Morehouse, Natchitoches, Ouachita, Red River, Richland, Tensas and West Carroll

Texas – all counties except Bailey, Castro, Carson, Dallam, Deaf Smith, Floyd, Gray, Hale, Hansford, Hartley, Hutchinson, Lamb, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman and Swisher
4. **REGULATED ARTICLES:** Fresh Beans in the pod
5. **APPLICABLE QUARANTINE:** California Exterior Quarantine 3263
6. **AGREEMENT:** This agreement entered into under the authority of R.C. 927.69 and associated California Department of Food and Agriculture (CDFA) permit No. QC 1261, for shipment of beans in the pod (green beans and wax beans), grown and harvested in European corn borer (ECB) non-infested counties of Texas, Florida and Louisiana subsequently received at the Bowling Green facility, processed, packaged and sent to California via the Yermo Border Station (I15, P.O. Box 518; Yermo, CA 92398) or the Blythe Border Station (I10, P.O. Box 836; Blythe CA 92226) or Needles Border Station (I40, P.O. Box 814; Needles CA 92363) to Apio located at: 4575 West Main Street, Guadalupe CA 93434. Apio's Ohio processing facility is located at 12700 South Dixie Highway, Bowling Green, OH 43402.

Apio agrees to process and move regulated articles in accordance with the provisions of the associated permit issued by the California Department of Food and Agriculture; to use certificates or rubber stamps in accordance with the instructions; to maintain and offer for inspection such records as may be required; to carry out all additional conditions, treatments, precautions and sanitary measures which may be required by the inspector, and to meet the stipulations below:

- a) Beans originating from non-infested counties must be shipped in an enclosed container and with a certificate of origin issued by an inspector of the origin state, certifying that the beans were grown and harvested in a county recognized by the California Department of Food and Agriculture to be free from European corn borer.
- b) Each ECB certified shipment to the Bowling Green Processing facility will be protected from infestation during transit, storage, processing and shipment. Beans of any other origins will not be mixed, mingled or otherwise come into contact or proximity with non-ECB origin lots.



- c) ODA will be notified prior to the arrival of each shipment covered under this agreement to verify origin paperwork and inspect the raw beans.
- d) Beans from ECB non-infested areas will be segregated from beans of other origin in storage, processing, packaging, loading and shipping.
- e) Processing lines and equipment which will make contact with the beans will be cleaned and inspected prior to the processing of beans from the non-infested area to be covered by this agreement.
- f) The processed beans will be washed in a chlorine solution and sealed in clear plastic bags prior to loading for transport to California.
- g) Only beans that have been inspected by ODA and for which a certificate attesting to the freedom from ECB and origin outside the ECB infested area based on the certificate issued by the origin inspector will be sent to California.
- h) The container/vehicle that will transport the beans from Ohio to California will be cleaned and inspected prior to loading; will be enclosed and protected from infestation during transit; will enter California via Yermo Border Station (I15, P.O. Box 518; Yermo, CA 92398) or the Blythe Border Station (I10, P.O. Box 836; Blythe CA 92226) or Needles Border Station (I40, P.O. Box 814; Needles CA 92363) .
- i) All shipments covered by this agreement will be received/unloaded at Apio Inc., 4575 West Main St., Guadalupe, California 93434. The receiver shall notify the Santa Barbara County Agricultural Commissioner's (Commissioner) office (805-681-5600) of any shipment arriving without a quarantine warning hold notice. Such shipment(s) shall be held pending final disposition.
- j) All facilities associated with this agreement will be available for inspection without prior notice by the Ohio Department of Agriculture, California Department of Food and Agriculture or origin state department of agriculture during normal business hours for the purposes of ensuring compliance with this agreement.

_____Initials of Undersigned

7. **Term:** This Agreement is subject to Section 126.07 of the Ohio Revised Code. Should the Ohio General Assembly fail to appropriate funds for the inspections set forth in this Agreement, this Agreement is automatically terminated. This Agreement may be terminated at any time by ODA for any violation of the terms of this Agreement, or upon thirty (30) days' notice by either party for any reason. This Agreement becomes effective upon signature and will remain in effect until December 31, 2021 unless earlier terminated for the reasons previously set forth.
8. **Amendment:** This Agreement shall only be modified or amended by an instrument signed in writing by each party to this Agreement. Any certificates issued by ODA for use by the Establishment named herein remains the property of ODA and may not be distributed for use by any other entity, and must be returned upon request of an ODA inspector or any other authorized representative of the Director. A violation of this Agreement may constitute a violation of the Ohio Revised Code Chapter 927 and may be criminally prosecuted pursuant to Ohio Revised Code Section 927.99.



9. **Disclaimer:** In no event will ODA, its officers, directors, employees, or agents be liable to any other party to the Agreement or third party for any damages, losses, expenses, costs, or fees incurred by any party under, arising out of, or related to this Agreement, or indirect, exemplary, punitive, special, or consequential damages arising out of or related to this Agreement. ODA does not guarantee, warranty, or otherwise promise that any of the regulated articles are free from disease or insects or are fit for any purpose intended. The Establishment shall indemnify and hold harmless the ODA in the event of any claims for losses, fees, costs, or damages of any kind in relation to or arising out of this Agreement which are associated with the Establishment's acts or omissions.
10. **Miscellaneous:** This Agreement shall be governed by the laws of Ohio. In the event of conflict between this Agreement and applicable laws, regulations, or orders of any competent authority having jurisdiction or in the event of any conflict between such applicable laws or regulations or orders, the most stringent or legally binding requirement shall govern and be considered as a part of this Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. This Agreement shall not be assigned without prior written consent of the other party. No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both parties to this Agreement. This Agreement shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever. If any provision of the Agreement shall be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose. This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

The Establishment

GINGER POVENMIRE Title: DIRECTOR OF QA & FOOD SAFETY
Printed Name of Authorized Individual

SIGNATURE: Ginger Povenmire DATE: 1/25/2021

Ginger Povenmire, Director of Quality Assurance
Curation Foods, Inc. 12700 South Dixie Highway
Bowling Green, OH 43402
(419) 931-1096 phone
(419) 352-2146 fax

